ACALANES UNION HIGH SCHOOL DISTRICT
1212 Pleasant Hill Road, Lafayette, CA 94549

BOARD AGENDA BACKUP

Board Meeting Date:	May 17, 2006
Item:	**Student Teaching Agreement, Chapman University, Concord Campus** **Report** ☐ **Discussion** ☐ **Action** ☒
Overview:	The district annually signs agreements with local colleges and universities for the placement of student teachers throughout the year. Enclosed is an agreement with Chapman University, Concord Campus, and the Acalanes Union High School District for student teaching for the 2006-2007 school year.
Recommendation:	Staff recommends approval of student teaching agreement with Chapman University, Concord Campus.
Amount:	N/A
Funding Source(s):	Chapman University, Concord Campus
Budgeted:	**Yes:** ☐ **No:** ☐
Prepared by:	Sue Laird Sue Laird, Administrative Assistant Human Resources
Reviewed by Signature:	Frank Acojido Frank Acojido, Director of Human Resources
Superintendent's Signature:	Jim Negri Jim Negri, Superintendent

Exhibit: VIII-F
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CHAPMAN
University
Orange, California 92866

TEACHER EDUCATION FIELDWORK and STUDENT TEACHING AGREEMENT

THIS AGREEMENT, entered into on the 1st day of July, 2006, by and between the Chapman University (Concord Campus), hereinafter called the "UNIVERSITY," and the Acalanes Union High School District, hereinafter called "FIELDWORK SITE."

WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320 of the California Education Code, the governing board of any School District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide field teaching experiences and student teaching experiences to students enrolled in teacher education curricula of such institution, and;

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the District in an amount not to exceed the actual cost of the District of the services rendered by the District.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I. SPECIAL PROVISIONS – RATES and PAYMENTS

(a) $ 130.00 Master Teacher stipend per nine (9) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.

(b) $ 130.00 Master Teacher stipend per nine (9) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the school district.

II. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY shall designate a faculty or staff member to coordinate, with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each

classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE.

B. The UNIVERSITY shall complete periodic evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

C. The UNIVERSITY faculty or staff member shall consult and collaborate with the classroom teacher or other district designee at the FIELDWORK SITE concerning the student's fieldwork activities.

D. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for final fieldwork.

III. RESPONSIBILITIES OF THE FIELDWORK SITE

The FIELDWORK SITE agrees to:

A. Place the student with a classroom teacher or district designee who holds a valid credential.

B. Place the student in a school and/or classroom with a diverse student population.

C. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

D. To provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply.

F. To provide for emergency health care of the student in case of accident at the expense of the student.

G. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

H. Notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

I. Maintain in full force and effect, at its sole expense and written by carriers acceptable to Chapman University:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

$1,000,000 Combined Single Limit
$2,000,000 General Aggregate
$1,000,000 Products Aggregate
$1,000,000 Personal Injury
$5,000 Medical Payments

Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Business Auto (Minimum Requirements):

Limits of Liability:

$1,000,000 Combined Single Limit

Coverage:

Business Auto Liability including owned, hired, and non-owned autos

iii. Certificates of Insurance:

The UNIVERSITY will require 30 days written notice before cancellation, or any reduction or material change in coverage.

Certificates of insurance shall be furnished relative to aforementioned policies at the execution of this agreement, and each succeeding year, subject to the approval of the UNIVERSITY.

IV. THE PARTIES MUTUALLY AGREE

A. The FIELDWORK SITE shall provide teaching field experiences and student teaching experiences to schools and classes of the FIELDWORK SITE which adhere to the Americans with Disabilities Act, as well as all requirements of the California Education

Code, not to exceed the number of field experience and/or student teaching assignments set forth in the special provisions. Such field experiences and/or student teaching experiences shall be provided in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as the FIELDWORK SITE and the UNIVERSITY through their duly authorized representatives may agree.

B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences or student teaching experiences, or terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE and shall do so if the FIELDWORK SITE so requests.

The FIELDWORK SITE may notify the UNIVERSITY in writing of its desire to remove any student who the FIELDWORK SITE determines is not performing satisfactorily, who refuses to follow the FIELDWORK SITE'S administrative and student care policies, procedures, rules and regulations , or whose health status is determined to be a detriment to his/her successful completion of the FIELDWORK. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action.

C. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and that they have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and that they have completed a minimum of three years successful teaching experience.

D. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.

E. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).

F. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).

G. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

H. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

I. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

J. In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

K. Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

L. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.

M. The UNIVERSITY agrees to indemnify, save harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.

N. The FIELDWORK SITE agrees to indemnify, save harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

O. The parties agree that the students considered learners who are fulfilling specific requirements for field experiences as part of a degree requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose.

P. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have a right to obligate or bind the other party in any manner whatsoever. Nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

Q. Neither party hereto shall have the right, directly nor indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FIELDWORK SITE.

R. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

S. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FIELDWORK SITE:

Acalanes Union High School District
1212 Pleasant Hill Rd
Lafayette, CA 94549

To UNIVERSITY:

Chapman University
One University Drive
Orange, CA 92866
Attention: Provost Office
Telephone: (714) 628-6590

T. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

U. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

V. This Agreement represents the parties' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes all other understandings, discussions and/or agreements between the parties with regard to the subject matter of the Agreement. Any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all parties hereto to the Agreement.

W. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

V. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective July 1, 2006 and shall continue in full force and effect through June 30, 2007.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with thirty (30) days prior written notice; unless all parties agree to earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

For the School District

District or School Site Administrator

Name & Title (Print): _____

Signature: _____

For Chapman University

Dr. Harry L. Hamilton
Interim Provost or Executive Vice President

Signature: _____